



CITY OF SAN JOSE
Environmental Services Department

**REQUEST FOR PROPOSAL
FOR CONSULTING SERVICES**

*Marsh Studies
in South San Francisco Bay*

Proposal Due: Monday, April 11, 2005

Return To:

Conrad Fernandes
Environmental Services Department
Watershed Protection
3099 N. First Street
San Jose, CA 95134-2006

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SECTION 1. STATEMENT OF PURPOSE

The City of San José, California (City), as administrator of the San Jose/Santa Clara Water Pollution Control Plant (Plant), is soliciting firms to submit proposals to provide marsh assessment and related ancillary investigations in the South Bay. It is the intent of the City to negotiate a contract with the selected proposer for a term of July 2005 – December 2008.

SECTION 2. INTRODUCTION

The Plant discharges tertiary treated effluent into the extreme reaches of South San Francisco Bay (South Bay). The City has been mapping marsh vegetation in the South Bay potentially influenced by the Plant's effluent. The City wishes to continue this vegetative assessment mapping on an annual basis in a manner consistent with previous related work. The enclosed Scope of Work (see Attachment D) also includes synoptic surveys for the California Clapper Rail (Rail) and Salt Marsh Harvest Mouse (Mouse), as well as an assessment of impacts on the tidal marsh habitat from the implementation of the South Bay Salt Pond Restoration Project (Project). Consultants who respond to the RFP must demonstrate the necessary expertise and background required to perform these tasks and report annually on the findings.

SECTION 3. BACKGROUND

The Plant discharges treated wastewater into Artesian Slough at the south end of San Francisco Bay. The salt marsh habitat found in the South Bay provides critical habitat for two endangered species, the Rail and the Mouse. The City has spent considerable effort to document changes in marsh vegetation in the South Bay in the interest of better understanding the inter-annual variations observed in the tidal marsh vegetation in the vicinity of Artesian Slough. A baseline comparative study of the South Bay plant associations was performed in 1989, with subsequent monitoring and mapping studies in 1991, 1994, and annually since 1996. Since 1997 the mapping of the Main Study Area has included the addition of Alviso Slough as a Reference Area.¹ The purpose of this RFP is to select a Consultant to perform up to three annual vegetative assessment studies in 2005, 2006 and 2007. The vegetative assessment study for year 2005 is included within the "Basic Services" covered by this RFP; studies for years 2006 and 2007 will be "Optional Services" (see Section 6).

In addition to the annual vegetative mapping, the City is seeking a Consultant to perform a synoptic survey for the Rail and for the Mouse within the Main Study Area in 2006. The City last performed this type of survey in 1989. Coordination with state and federal resource agencies to maximize the benefits of these surveys with the limited resources available will be a key component for their timing and methodology. This RFP also request proposals for an assessment of impacts on the tidal marsh habitat from the Project as more fully described in Task 5 of Attachment D. It is anticipated that the majority of the Project Impact Assessment will be performed in 2007 and 2008, after the breaching of the outboard levees of the "Island Ponds" (i.e., salt ponds A19, A20 and A21).

Documents related to the enclosed Scope of Work which have been compiled include:

- a. [Harvey, H.T. & Associates. 2004. Marsh Plant Associations of South San Francisco Bay: 2004 Comparative Study;](#)
- b. [Harvey, H.T. & Associates. 2003. Marsh Plant Associations of South San Francisco Bay: 2003 Comparative Study;](#)

¹ The Study Area, along with the Lower, Transition, Upper and Reference Reaches, can be found in Figure 1 of the 1999 – 2004 Marsh Plant Associations reports described in Section 3.

- c. Harvey, H.T. & Associates. 2002. Marsh Plant Associations of South San Francisco Bay: 2002 Comparative Study;
- d. Harvey, H.T. & Associates. 2002. South San Francisco Bay Marsh Ecology: Tidal and Edaphic Characteristics Affecting Marsh Vegetation – Year 2;
- e. Harvey, H.T. & Associates. 2001. South Bay Tidal Marsh Studies: Technical Discussion;
- f. Harvey, H.T. & Associates. 2001. Marsh Plant Associations of South San Francisco Bay: 2001 Comparative Study;
- g. Harvey, H.T. & Associates. 2000. Marsh Plant Associations of South San Francisco Bay: 2000 Comparative Study;
- h. Harvey, H.T. & Associates. 1999. Marsh Plant Associations of South San Francisco Bay: 1999 Comparative Study;
- i. Harvey, H.T. & Associates. 1998. Marsh Plant Associations of South San Francisco Bay: 1998 Comparative Study;
- j. Harvey, H.T. & Associates. 1998. Errata Summary letter on survey methodology and marsh vegetation mapping refinements, May 1998;
- k. Harvey, H.T. & Associates. 1997. Marsh Plant Associations of South San Francisco Bay: 1997 Comparative Study;
- l. Harvey, H.T. & Associates. 1996. Marsh Plant Associations of South San Francisco Bay: 1996 Comparative Study;
- m. Harvey, H.T. & Associates. 1996. Marsh Plant Associations of Artesian Slough and Transition Zone, South San Francisco Bay: Appendix to the 1994 Comparative Study;
- n. Harvey, H.T. & Associates. 1994. Marsh Plant Associations of South San Francisco Bay: 1994 Comparative Study
- o. CH2M Hill. 1991. Marsh Plant Associations of South San Francisco Bay: 1991 Comparative Study;
- p. Harvey, H.T. & Associates. 1990. Marsh Plant Associations of the South Bay: 1989 Baseline Study;
- q. Harvey, H.T. & Associates. 1990. Marsh Plant Acreage Changes in South Bay: 1989 Baseline Study
- r. Harvey, H.T. & Associates. 1990. Salt Marsh Harvest Mouse 1990 Trapping Surveys
- s. Harvey, H.T. & Associates. 1990. California Clapper Rail 1990 Winter Pilot Survey
- t. CH2M Hill. 1989. Salt Marsh Conversion in Coyote Creek, 1970-1987; and
- u. CH2M Hill. 1989. Cease and Desist Order Marsh Conversion Study, July 1989.

GIS Datasets related to the enclosed Scope of Work which have been compiled include:

- v. City of San Jose. 2004. IKONOS multi-spectral satellite imagery of the Study Area, with the Rail survey transects and Mouse trapping areas performed in 1989.

The above documents shown in **blue** are available on the ESD website at <http://www.sanjoeca.gov/esd/marsh-studies.htm>

THE CITY WILL MAKE AVAILABLE FOR VIEWING BACKGROUND MATERIAL LISTED IN SECTION 3 ABOVE IN HARDCOPY. THESE REFERENCE DOCUMENTS WILL BE IN THE LOBBY OF THE ENVIRONMENTAL SERVICES DEPARTMENT AT 3099 NORTH FIRST STREET, DURING NORMAL BUSINESS HOURS ON **MARCH 14 – MARCH 18**. A COPIER AT LOCATION WILL BE MADE AVAILABLE AS NEEDED AT A COST OF \$0.10 PER PAGE.

SECTION 4. TECHNICAL PROPOSAL CONTENTS

To demonstrate its qualifications and its ability to perform the Consultant Services described in the Scope of Services and subject to the provisions of this document, each Proposer shall submit a proposal of up to 15 pages in length double-sided, plus cover letter and appendices. The proposal should specifically address items a through j as shown below.

a. Proposal Form (see Attachment B)

Proposal form regarding consultant information to be completed and fully executed.

b. Proposer Questionnaire (see Attachment C)

Proposer Questionnaire to be completed and fully executed.

c. Executive Summary

A summary containing highlights of Proposer's proposed approach to the services described in the RFP, including a statement of its understanding of the project and services required.

d. Detailed Approach

A detailed presentation of the proposed approach for performing the services requested, including underlying assumptions. Describe also how the firm would structure an approach to ensure:

1. Quality of performance;
2. Responsiveness to the City's staff and project requirements; and
3. Stakeholder agreement on the process.

e. Management Plan

A Management Plan describing how the services would be organized, including:

1. An organization chart showing the proposed relationships among Project Manager, key employees for the project, field personnel, and subconsultants;
2. Name, position, summary of qualifications, related experience, and proposed responsibilities of the Project Manager and key Proposer and subconsultant personnel for proposed project team;
3. Proposed plan for quality and cost control to enhance the service, responsiveness to project needs and to minimize project costs; and
4. Schedule for tasks.

f. Literature Cited

A list of literature cited in the proposal.

g. Proposer Firm Information

Proposer shall present the following firm information and similar project experience. Information presented should be brief, should not include any unnecessary promotional material and should be presented in the following sequence:

1. Legal name of firm;
2. Location(s) and telephone numbers(s);
3. Name of parent company, if any;
4. Date firm was established;
5. Type of organization (partnership, corporation), where incorporated, and how authorized to do business in California if applicable;

6. Current size of firm, including size of office doing work locally;
7. Firm Organization chart (if different from d. 1); and
8. Names and resumes of firm's officers, principals and other key personnel (additional to those in d. 2);
9. A brief description of projects for which the Proposer has provided similar service during the past five years, including the following:
 - a. Client;
 - b. Project description and location;
 - c. Description of services provided;
 - d. Total value of services provided by Proposer;
 - e. Budget performance;
 - f. Schedule performance;
 - g. Key personnel involved; and
 - h. Subconsultants employed.
10. References from previous clients for which the Proposer performed similar tasks as those listed in Section 6. References must include project title, name of firm for which the project was performed, dates for which the project was performed, title, name, address and phone number of contact person.
11. Current commitments to other projects to confirm Proposer's ability to commit services and personnel to subject project.
12. List of contracts terminated for convenience or default within the past three years, if any. Include contract value, description of work, client's name and telephone number.
13. Additional pertinent information to aid the City in assessing the Proposer's qualifications and experience.

h. Nondiscrimination

The successful Proposer shall fully comply with Chapter 4.08 of the San Jose Municipal Code and shall not discriminate against or grant preferential treatment to any sub-consultant on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity or national origin in the performance of City of San Jose contracts. Any Proposer who so discriminates or gives preferences shall be deemed not to be a responsible Proposer in accordance with City of San Jose Charter Section 1217.

Minority Business Enterprise and Women Business Enterprise (MBE/WBE) Participation

The City of San Jose encourages prime Proposers to consider utilization of subcontractors and to provide MBE/WBE subcontractors with a full and fair opportunity to submit proposals to participate on this contract. Prime Proposers are encouraged to use the "suggested voluntary outreach efforts."

Suggested Voluntary Outreach Efforts

Outreach efforts are voluntary outreach efforts made by the prime Proposer to obtain MBE/WBE participation on the contract. The following list of examples of outreach efforts is not exclusive or exhaustive. Other outreach efforts may also be effective.

1. Identify appropriate subcontractor opportunities.
2. Send written solicitations to all potential contractors including certified MBW/WBEs licensed or reputed to be qualified to provide the identified service before interviews or

proposal are due regarding the proposal and providing information about the requirements for the project and for the identified service.

3. Follow-up on initial solicitations to all potential consultants including interested minority and women-owned businesses to determine interest.

i. City Business Tax

The Successful Proposer will be required to provide proof of payment of City Business Tax prior to contract award. Contact Finance/Treasury at (408) 277-5051 to determine costs.

j. Insurance Coverage

Insurance coverage must be provided by the selected Proposer at his/her own expense for Commercial General Liability, Automotive Liability, Worker's Compensation and Professional Liability Errors and Omissions. For more details see Attachment F – Insurance Requirements.

SECTION 5. COST PROPOSAL CONTENT

By the proposal due date under separate cover and addressed to ESD-Watershed Protection, Attn.: Conrad Fernandes, 3099 N. First Street, San Jose, CA 95134, Proposers shall submit a detailed cost proposal for all tasks and subtasks listed in ATTACHMENT D, SCOPE OF SERVICES, including those described as "Optional Services". This cost proposal shall be presented on an annual basis for each year (i.e., 2005, 2006, 2007 and 2008), and include any additional tasks that are included in the firm's proposal. The cost proposal shall also include any underlying assumptions pertaining to the costs, including time estimates, hourly rates and reimbursable expense costs for consultant and any intended subconsultant(s).

SECTION 6. AGREEMENT, SCOPE OF SERVICES AND SCHEDULE OF PERFORMANCE

Upon conclusion of the RFP process, the City plans to enter into an Agreement to include all or part of the services covered in this RFP. The term of the Agreement will be July 1, 2005 – December 31, 2008. The not to exceed amount of the contract will be set by the City, and will not include the compensation for those services described in Tasks 1, 2, 3, and 6a for years 2006 and 2007 ("Optional Services"). The Agreement will require the selected Proposer to have and maintain insurance in accordance with the requirements of Attachment F. It is anticipated that any Agreement resulting from this RFP will contain the terms and conditions set forth in the Exemplar Agreement, Attachment E to this RFP. Proposed exceptions, if any, to the terms and conditions of the Exemplar Agreement must be included in the proposal, and will be considered by the City in evaluating the proposal's acceptability. No proposed modifications to the Exemplar Agreement will be accepted after proposals are submitted.

SECTION 7. SUBMISSION OF PROPOSALS

a. Due Date

Proposals are due in their entirety at the address listed below, no later than **4:00 p.m. on Monday, April 11, 2005.** Please submit your proposals to:

Conrad Fernandes
ESD - Watershed Protection
3099 N. First Street
San Jose, CA 95134-2006
Attn.: Marsh Studies in South Bay
FAX (408) 382-8888

b. Format and Number of Copies

Proposals should be prepared on standard 8.5" x 11" paper. No more than 15 pages double-sided plus cover letter and appendices. Foldouts containing charts, spreadsheets, etc., are permissible. The pages should be placed in binders. Include a table of contents, section headings and page numbers. One original and five (5) bound copies of the proposal are to be submitted. The original shall be unbound and photocopy ready.

NOTE: Successful Proposer may be required to submit a copy of their proposal and all supplemental material in a word processing file in Microsoft Word.

c. Inquiries and/or Clarification

Upon release of this RFP, all questions concerning this project are to be directed **in writing** and delivered or faxed to the RFP Coordinator (address and FAX number are listed above in Section 7.a.) or his representative up to close of business on **Tuesday, March 22, 2005**. The **Written** responses to questions will be prepared by the City and faxed no later than **Noon on Friday, April 1, 2005**, to those who submitted an Acknowledgement Form (Attachment A) as required and indicated an intent to submit a proposal. Responses will become part of the RFP. The proposer should await responses to inquiries prior to submitting a proposal.

d. Cost of Preparing Submittals

The City shall not be liable for any costs incurred by firms in the preparation, submittal, and presentation of materials submitted in response to this RFP.

e. Proprietary Information

Information gathered by a firm under contract with the City would be the sole property of the City. All proposals will become the property of the City and will not be returned to the firm. Responses to this RFP become the exclusive property of the City. At such time as the Environmental Services Department recommends a proposer to the City Manager, all proposals received in response to this RFP become a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are defined by the proposer as business or trade secrets and plainly marked as "Confidential," "Trade Secret," or "Proprietary." The City shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as "Confidential," "Trade Secret," or "Proprietary" or if disclosure is required under the Public Records Act. Any proposal which contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secret," or "Proprietary," shall be regarded as non-responsive.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City of San Jose may not be in a position to establish that the information that a proposer submits is a trade secret. If a request is made for information marked "Confidential," "Trade Secret," or "Proprietary", the City will provide the proposer who submitted the information with reasonable notice to allow the proposer to seek protection from disclosure by a court of competent jurisdiction.

f. Acceptance or Rejection of Proposal

The City reserves the right to accept or reject any item or group(s) of items of a proposal. The City also reserves the right to waive any minor informality or irregularity in any proposal. Additionally, the City may, for any reason, decide not to award an Agreement as a result of this RFP. The Agreement will be subject to approval by the San José City Manager or City Council.

SECTION 8. SELECTION CRITERIA/PROCESS

Criteria to be used by the City in selection of the Proposer most advantageous to the City may include: quality of the proposal; comments from references regarding the firm's technical expertise; Proposer's experience in development and management of similar projects of comparable complexity and magnitude; cost of proposal, and demonstrated ability to complete similar projects within budget and on schedule.

An internal and an external panel may review proposals accepted by the City, and all or selected Proposers may be invited to give oral presentations.

The City will begin negotiations with the highest-ranking Proposer. If both parties agree upon fees for services and a final scope of work, the City will prepare an Agreement for retaining the professional services of the Proposer. If negotiations with the highest ranking Proposer are not successful, the City may proceed directly to negotiations with the remaining Proposers in the order in which their proposals are ranked. The final negotiated Agreement will be subject to approval by the Plant's Treatment Plant Advisory Committee and City Council.

The City reserves the right to reject any, a portion of, or all of the proposals, waive irregularities in any statement, accept, or reject all or any part of any statement, waive any requirements of the proposals, as may be deemed to be in the best interest of the City.

The anticipated timeframe for Consultant selection follows:

February 25	Consultant RFP Release Date
March 11	Acknowledgment Form due (Attachment A)
March 14 – 18	Background Documents available for viewing
March 22	Proposer's written questions due
April 1	City's Q&A distributed
April 11	Proposals Due
April 15:	Oral interviews (if necessary)
April 18:	Selection Completed
May 25:	Final Contract Approval

ATTACHMENT A

ACKNOWLEDGMENT FORM

Marsh Studies in South San Francisco Bay

Date:	_____
Company Name:	_____
Address:	_____ _____
Telephone No.:	_____
Fax No.:	_____
Representative:	_____ Title: _____

We are in receipt of the subject solicitation and anticipate the following course of action:

☐ YES, our firm intends to submit a proposal.

☐ NO, thank you, but at this time we are not intending to submit proposals on this solicitation. Please retain our firm on your list of qualified proposers for future solicitation.

Acknowledgment Form is to be received by the City by mail or fax at the earliest convenience up to 4:00 p.m. on Friday, March 11, 2005, at the address (or fax #) given below:

Attention: Conrad Fernandes
Environmental Services Department
Watershed Protection
3099 N. First Street
San Jose, CA 95134-2006
(408) 382-8888 (FAX)

ATTACHMENT B

PROPOSAL FORM

Proposer

Name: _____

Address: _____

Telephone: _____

Facsimile: _____

Contact person, title, telephone and fax number: _____

PROPOSAL FORM
(Continued)

PROPOSER'S REPRESENTATIONS

Proposer understands, agrees, and warrants:

1. That Proposer has carefully read and fully understands the information that was provided by the City to serve as the basis for submission of this proposal to provide consulting services for soil and groundwater investigations at leaking underground storage tank sites.
2. That Proposer has the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.
3. That all information contained in the proposal is true and correct to the best of proposer's knowledge.
4. That Proposer did not, in any way, collude, conspire or agree, directly or indirectly, with any person, firm, corporation or other Proposer in regard to the amount, terms, or conditions of this proposal.
5. That Proposer did not receive unauthorized information from: Any City staff member or any other consultant to the City during the proposal period except as provided for in the Request for Proposal package, addenda thereto, or the pre-proposal conference.
6. That by submission of this proposal, the Proposer acknowledges that the City has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Proposer, and proposer hereby grants the City permission to make said inquiries, and to provide any and all requested documentation in a timely manner.

PROPOSAL FORM
(Continued)

PROPOSER'S SIGNATURE

No proposal shall be accepted which has not been signed in ink in the appropriate space below:

By signing below, the submission of a proposal shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and that they have read and understand the RFP. No request for modification of the proposal shall be considered after its submission on the grounds that the Proposer was not fully informed as to any fact or condition.

1. If Proposer is an INDIVIDUAL, sign here (include a notarized affidavit attesting to the authenticity of said signature):

Date: _____

Proposer's Signature

Proposer's Typed Name and Title

2. If Proposer is a PARTNERSHIP or JOINT VENTURE, at least two (2) Partners or each of the Joint Venturers shall sign here (include a notarized affidavit attesting to the authenticity of said signatures):

Date: _____

Partnership or Joint Venture Name (type or print)

By: _____
Member of the Partnership or Joint Venture (signature)

Date: _____

By: _____
Member of the Partnership or Joint Venture (signature)

3. If Proposer is a CORPORATION, the duly authorized officer(s) shall sign as follows:

The undersigned certify that they are respectively:

_____ and _____
Title Title

Of the corporation named below; that they are designated to sign the Cost Proposal by resolution (attach a certified copy, with corporate seal, if applicable, notarized as to its authenticity or Secretary's certificate of authorization) for and on behalf of the below named CORPORATION, and that they are authorized to execute same for and on behalf of said CORPORATION.

Corporation Name (type or print)
By: _____ Date: _____

Title: _____

By: _____ Date: _____

Title: _____

ATTACHMENT C

PROPOSER'S QUESTIONNAIRE

All information requested in the questionnaire shall be furnished by the Proposer, and shall be submitted with the proposal. Statements shall be complete and accurate and in the form requested. Omission, inaccuracy or misstatement may be cause for the rejection of a proposal.

1. Name of Proposer exactly as it is to appear on a management services agreement and address which Proposer would designate under the Notice provision of the agreement:

2. Proposer, if selected, intends to carry on the business as Individual (), Partnership (), Joint Venture (), Corporation (), Other (): If "Other" attach explanation.

3. If a partnership or joint venture, attach a copy of the partnership agreement or joint venture agreement and identify the participants:

A.	NAME	ADDRESS	SHARE
	<hr/>	<hr/>	<hr/>
	<hr/>	<hr/>	<hr/>
	<hr/>	<hr/>	<hr/>

B. Date of Organization:

C. General or Limited Partnership:

(if applicable)

D. Agreement Recorded:

County State Date

E. When registered in California?

PROPOSER'S QUESTIONNAIRE
(Continued)

4. If a corporation, answer the following:

A. When incorporated? _____

B. In what state? _____

C. When authorized to do business in California? _____

D. Name, address, years in the corporation, and percentage of stock held by the following officers:

President: _____ Years: _____ Stock %: _____

Vice President: _____ Years: _____ Stock %: _____

Secretary: _____ Years: _____ Stock %: _____

Treasurer: _____ Years: _____ Stock %: _____

Other: _____ Years: _____ Stock %: _____

E. Name, address and percentage of stock held by each Member of the Board of Directors:

Chairman: _____ Stock %: _____

Member: _____ Stock %: _____

Member: _____ Stock %: _____

Member: _____ Stock %: _____

PROPOSER'S QUESTIONNAIRE
(Continued)

F. Name, address and shares of stock held by other principal stockholders: (A Principal Stockholder is defined as a stockholder who holds 10% or more of standing stock of the corporation).

Total capitalization: \$_____

Amount of capital stock subscribed: \$_____

Amount paid in: \$_____

5. Have you ever had a bond or surety denied, canceled, or forfeited?

YES () NO () If yes, state name of bonding company, date, amount of bond and reason for such cancellation or forfeiture in an attached statement.

6. Have you ever declared bankruptcy or been declared bankrupt?

YES () NO () If yes, state date, court jurisdiction, docket number, amount of liabilities and amount of assets.

7. Have any agreements held by you for marsh studies in South San Francisco May (Marsh Studies) ever been canceled?

YES () NO () If yes, give details.

8. Have you ever been sued by any other jurisdiction or contractor for issues pertaining to fee payment, performance, or other issues relating to Marsh Studies?

YES () NO () If yes, give details.

9. Are you currently engaged in merger or acquisition negotiations, or do you anticipate entering into merger or acquisition negotiations within the time period of this Request for Proposals?

YES () NO () If yes, give details. Attach copy of such agreement(s).

PROPOSER'S QUESTIONNAIRE
(Continued)

10. Are you now engaged in any litigation which does now or could in the future affect your ability to pay fees or perform under the Agreement?
- YES () NO () If yes, give details.
11. What is the duration and extent of your experience in Marsh Studies? Experience must reflect local office as well as overall organization's experience (i.e., if your local office is part of a larger group, nationwide).
12. Submit at least three (3) persons, firms and/or governmental bodies, with whom you currently have arrangements or agreements for Marsh Studies. Provide contact person's name and telephone number.
13. Submit at least three (3) persons, firms and/or governmental bodies with whom you have had arrangements or agreements that are now canceled (organizations that are no longer active customers of your firm). Provide contact person's name and phone number for each organization.
14. State number of persons employed by you who are engaged in Marsh Studies. Indicate what percentage of these employees are employed locally and what percentage of those employees would directly service an account resulting from this request for proposal. Of the employees indicated, what percentage are management and what percentage are operational?
15. References: Give names, addresses and telephone numbers of at least three (3) business references, including at least one from banking sources, regarding the Proposer's work with LUST site investigations.
16. List all proposed subcontractors, if any, including scope of work to be performed by subcontractor, compensation to be bid to subcontractor, and subcontractor qualifications.

PROPOSER'S QUESTIONNAIRE
(Continued)

The undersigned hereby declares under penalty of perjury that all statements, answers and representations made in this questionnaire are true and accurate, including all supplementary statements hereto attached. In the case of a corporate Proposer, the signature of one duly authorized representative is sufficient.

Signature

(Please Print or Type name)

Title

Signature

(Please Print or Type Name)

Title

ATTACHMENT D

SCOPE OF SERVICES

INTRODUCTION

This Scope of Work includes marsh vegetative mapping, California Clapper Rail (Rail) and Salt Marsh Harvest Mouse (Mouse) surveys, South Bay Salt Pond Restoration Project (Project) impact assessment, and related services in the South San Francisco Bay (South Bay), report generation and data transfer, and other related studies as needed. "Basic Services" shall only include Tasks 4, 5, 6b, 6c and 7, and Tasks 1, 2, 3, and 6a for the year 2005. Tasks 1, 2, 3, and 6a for the year 2006 and 2007 are designated as "Optional Services."

TASK 1. BACKGROUND

CONSULTANT shall review available information on three key marsh studies components: 1) tidal marsh vegetation in the South Bay study area, which will be referenced herein as the Main Study Area and the Reference Area; 2) the habitat requirements of the Rail (*Rallus longirostris obsoletus*) and Mouse (*Reithrodontomys raviventris*), and field survey methodologies and requirements; and 3) an assessment of impacts on the tidal marsh habitat quantity, type and value to the Rail and Mouse from implementation of the Project.

The Main Study Area is located within the Coyote Creek watershed, and the Reference Area in the lower Guadalupe River (also known as Alviso Slough). Relevant information includes marsh vegetation mapping reports prepared for CITY in 1989, 1991, 1994, and 1996-2004, Rail and Mouse survey reports prepared for the City in 1990, USGS Maps, and IKONOS satellite imagery of the Study Area for 2004 including the Rail and Mouse survey locations from 1989.

TASK 2. PROJECT COORDINATION

The objective of this Task is to have the scope of work described herein coordinated with the efforts of the Resource Agencies and others relating to the planning and, implementation and monitoring of the Project.

TASK 3. MARSH VEGETATION ASSESSMENT

The objective of this Task is to develop accurate representations of the vegetative associations found in the Study Area and to assess changes from year-to-year in those associations in 2005.²

CONSULTANT shall map marsh plant associations from IKONOS satellite imagery enlargements. The multi-spectral signatures of plants will be used to aid in the delineation of these areas; mapping

² The year-to-year comparative assessment of marsh plant associations for year's 2006 and 2007 will be considered "Optional Services" under the Exemplar Agreement, Attachment E.

efforts will strongly emphasize field-truthing techniques to verify all marsh areas. CITY shall provide to CONSULTANT the IKONOS imagery to be used in this Task prior to commencement of this Task.

Task 3.A. Field Surveys

CONSULTANT shall field survey marshes adjacent to Mowry Slough and Coyote Creek in a manner that allows 100% visual observation of all marsh locations to minimize mapping errors due to an over-reliance upon color signatures. Marsh segments included in mapping are 1 through 30, except segments 6 and 7 located in upper Mowry Slough. CONSULTANT will be responsible for obtaining all permits necessary (U.S. Fish and Wildlife Service, Cargill, Inc., Browning Ferris Industries, etc.) to perform all field studies within the timeline defined in EXHIBIT C, Schedule of Performance.

Task 3.B. Marsh Assessment

CONSULTANT shall delineate all marsh areas within the Study Area into specific plant associations by observing the spatial distribution of all plants present within a given area and by estimating the relative contribution of individual species to total percent cover within that area. For this Task a dominant species (or two co-dominants) with a percent cover greater than 50% will be used to identify the delineated zone, with subdominant plant species of between 15 and 49 percent cover. Each species shall be assigned a Vegetation Association comprised of either dominant, a dominant and subdominant, or two or more co-dominant species.

CONSULTANT shall utilize Quality Assurance/Quality Control (QA/QC) techniques including field verification of the preliminary vegetation map, verifying accuracy of the field mapping. Acreage calculation checks across vegetation associations and segments and senior review of all areas of notable marsh conversion shall be performed.

All plant species shall be assigned to a marsh habitat category (fresh, brackish or salt) for the purpose of data analysis. Acreage calculations by plant association and by segment shall be performed in an ESRI ArcGIS 9 Personal Geodatabase, using the California State Plane Coordinate System Zone 3 NAD83 (Feet).

Deliverables: An electronic copy of the Personal Geodatabase created for this project along with its associated Feature Datasets and Feature Classes created in ESRI ArcGIS 9 GIS software. The design of the Personal Geodatabase must be approved by CITY prior to delivery. This Personal Geodatabase shall contain all habitat and plant association types, and the area in acres of each. The Personal Geodatabase and all of its associated Feature Datasets and Feature Classes shall include metadata that conforms to the minimum FGDC standard.

TASK 4. RAIL AND MOUSE SURVEYS

The objective of this Task is to provide information on the presence or absence of the Rail and Mouse in any and all vegetative habitat types where they potentially occur in the Main Study Area by performing a survey for the Rail and Mouse in 2006. The City's NPDES permit describes this effort as "will conduct synoptic surveys for these species in the year 2006." CONSULTANT shall draft a survey work plan six months prior to beginning the surveys. To insure that the counting methodology will be consistent with techniques employed by the Don Edwards San Francisco Bay National Wildlife

Refuge (Refuge), CONSULTANT shall coordinate with their personnel involved in avian and small mammal surveys (e.g., standardizing techniques of censusing rails using playback of taped calls; trapping protocols and permit requirements for small mammal trapping). The City's Rail and Mouse survey reports from 1990 are provided as an example of the expected baseline level of effort. The 2006 survey methodologies should build on these past findings to create a more thorough understanding of the habitat usage and values for these species and allow for data comparability between 2006 and past surveys. The entire level of effort anticipated for this Task is that of one year of marsh plant associations study (i.e. Tasks 1, 2, 3 and 6a).

Task 4.A. Rail Field Survey

CONSULTANT shall perform field surveys of the Rail in two phases: 1) a visual count of rails by boat during a period of seasonal high tides; and 2) an aural survey conducted on foot using call responses to determine locations of individual rails within at least eight separate marshes. The survey scope and methodology shall be performed in a manner similar to the City's 1990 winter pilot study, unless discussions with Refuge personnel dictate a different preferred approach.³ The Rail survey locations are to be marked using a handheld Global Positioning System (GPS) with sub-meter accuracy using the California State Plane Coordinate System Zone 3 NAD83 (Feet). No work shall commence until the City has approved the survey scope and methodology.

Task 4.B. Mouse Field Survey

CONSULTANT shall perform field surveys of the Mouse in at least three (3) marshes that were surveyed as part of the City's 1990 trapping surveys. The survey scope and methodology shall be performed in a manner similar to the City's 1990 trapping surveys, unless discussions with Refuge personnel dictate a different preferred approach.⁴ The Mouse survey areas and trap locations are to be marked using a handheld GPS with sub-meter accuracy using the California State Plane Coordinate System Zone 3 NAD83 (Feet). No work shall commence until the City has approved the survey scope and methodology.

Deliverables: An electronic and printed hardcopy of the survey work plan six months prior to beginning the surveys. An electronic copy of the Personal Geodatabase created for this project along with its associated Feature Datasets and Feature Classes created in ESRI ArcGIS 9 GIS software. The design of the Personal Geodatabase must be approved by CITY prior to delivery. This Personal Geodatabase shall contain all habitat and plant association types, and the area in acres of each. The Personal Geodatabase and all of its associated Feature Datasets and Feature Classes shall include metadata that conforms to the minimum FGDC standard.

³ Rail survey to be performed in the eight (8) tidal marsh areas which were included in the City's 1990 winter pilot study, entitled "*San Jose Permit Assistance Program – California Clapper Rail 1990 Winter Pilot Survey*", August 17, 1990, which can be found on our website at <http://www.sanjoseca.gov/esd/marsh-studies.htm>

⁴ Mouse survey to be performed in the three (3) tidal marsh areas which were included in the City's 1990 trapping survey, entitled "*San Jose Permit Assistance Program – Salt Marsh Harvest Mouse 1990 Trapping Surveys*", dated July 19, 1990, which can be found on our website at <http://www.sanjoseca.gov/esd/marsh-studies.htm>

TASK 5. SALT POND RESTORATION PROJECT IMPACTS ASSESSMENT

The objective of this Task is to obtain an impact assessment from the proposed implementation of the Project in or near the Study Area. As requested by CITY, CONSULTANT shall locate and review technical documents released to the public relating to the Project in the South Bay. CONSULTANT shall evaluate impacts on tidal marsh habitat (with emphasis on relative habitat value loss or gain to the Rail and Mouse), resulting from the implementation of the Project. This analysis shall include slough channel bathymetry, tidal prism volume and salinity, vegetative control strategies (e.g., eradication of non-indigenous species), marsh surface inundation, and the relative impacts of the three main freshwater sources in the Study Area (i.e., Plant discharge, Guadalupe River and Coyote Creek) including freshwater re-entrainment. It is anticipated that the majority of the Project impact scope will be in years 2007 and 2008 after the breaching of the outboard levees of the Island Ponds (i.e., salt ponds A19, A20 and A21). The entire level of effort anticipated for this Task is 50% of that of one year of marsh plant associations study (i.e. Tasks 1, 2, 3 and 6a).

TASK 6. PREPARATION OF TECHNICAL REPORTS

CONSULTANT shall prepare draft and final reports on the results of the tasks described above. The draft reports shall be due two weeks prior to the final report due date, and provided in both electronic and printed hardcopy format, with the final reports provided in both an internet-ready format (i.e., portable document format) and in printed color hardbound copy as follows:

Task 6.A. Marsh Plant Associations Comparative Study

The CONSULTANT will prepare an annual report for 2005⁵ to include the results from Tasks 1 through 3, with the final report due at the end of December for the year mapped. The data and findings shall be presented in data tabulation by marsh segment and summarized graphically and spatially (GIS format) by four marsh zones. Three of these zones will comprise segments 1-5 and 8-26 in the Main Study Area (e.g., freshwater zone, transitional or brackish zone and saltwater zone), the fourth zone consisting of segments 27-30 in the Reference Area, and shall include the area of marsh conversion, the location of conversion and potential causes for change.

The report shall include an executive summary, description of all methodology, including survey techniques, QA/QC documentation, methods and calculation of plant association acreage, and text, data tables and graphical charts comparing the current year's results to those obtained in 1989, 1991, 1994 and 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004 and subsequent years.

Task 6B. Rail and Mouse Surveys

The CONSULTANT will prepare a report to include the results from Task 4, with the final report due mid-January 2007. The report shall include an executive summary, introduction, and description of all methodology, including survey techniques, QA/QC documentation, results, discussion and conclusions. The data and findings shall be presented in data tabulation by survey area and animal species and summarized graphically and spatially in GIS format. More specifically, the GIS data shall be delivered

⁵ Optional Services: Annual reports for years 2006 and 2007 are "Optional Services" (see Exemplar Agreement, Attachment E).

in an ESRI ArcGIS 9 Personal Geodatabase, the design of which must be approved by the CITY. Also included are printed hard-copy maps of the survey areas with animal locations.

Task 6.C. Salt Pond Project Impacts Assessment

This report shall include the results from Task 5, as requested by City.

TASK 7. MEETINGS AND PRESENTATIONS

CONSULTANT shall meet with CITY up to three times to discuss the work found in the Tasks herein. CONSULTANT will prepare and provide presentations on the results of the Tasks described above. CONSULTANT shall provide upon request by CITY up to three presentations at workshops to be held in the South Bay. The material to be covered by CONSULTANT at these workshops includes the results of the Tasks described above. CONSULTANT shall provide CITY a draft of all presentations for review prior to workshops.

Deliverables: Up to three draft and final presentations as described in Task 7, in PowerPoint slides or format approved by CITY, in hardcopy and an electronic version.

ADDITIONAL SERVICES

If requested by CITY, CONSULTANT shall perform Additional Services that are related to services performed in Tasks 1 through 7 above. CONSULTANT shall perform such Additional Services only upon written authorization by CITY's Director of Environmental Services. The procedure for authorizing Additional Services is as follows:

1. CITY defines the scope of work to be performed.
2. CONSULTANT provides a written price proposal, either lump sum or based on time and materials, and a schedule for completing the services.
3. Following agreement on scope and fees by CITY and CONSULTANT, CITY shall provide authorization to commence work by way of a written work order.
4. CONSULTANT shall not begin work on additional services until receipt of a written work order, including agreed terms of compensation, and notice to proceed from CITY.

ATTACHMENT E
EXEMPLAR AGREEMENT

AGREEMENT BETWEEN THE CITY OF SAN JOSE

AND _____

This Agreement is entered into as of _____ between the City of San José, a municipal corporation ("City"), and _____ ("Consultant").

RECITALS

1. City has issued a Request for Proposal ("RFP") for **Consultant Services For Marsh Studies in South San Francisco Bay**.
2. Consultant has the necessary expertise and skill to perform such services, and Consultant's proposal can best meet City's needs.
3. The purpose of this Agreement is to retain Consultant to perform those services specified in Section _____ of this Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Consultant shall consist of this Agreement including:

- Exhibit A Scope of Services
- Exhibit B Schedule of Performance (*if applicable*)
- Exhibit B-1 ... Notice of Exercise of Option (*form*)
- Exhibit C Compensation
- Exhibit D Insurance Requirements

In the event any discrepancies or inconsistencies between the provisions of this Agreement and any of the above-referenced documents arise, the provisions of this Agreement will prevail.

This Agreement and the Exhibits set forth above contain all of the agreements, representations and understandings of the parties hereto, and supersede and replace any previous understandings, commitments, or agreements, whether oral or written.

SCOPE OF SERVICES

Consultant shall perform those services specified as "Basis Services" in the attached Exhibit A, entitled "Scope of Services." Upon issuance of Notice of Exercise of Option by City (Exhibit B-1), Consultant shall also perform the services specified as "Optional Services" in the attached Exhibit A, entitled "Scope of Services." In addition to other remedies available to City, City may require CONSULTANT to promptly reperform any services not meeting the standard of professional services detailed in Exhibit A, in which case Consultant shall do so without additional compensation. Consultant shall not start on any of the services listed in Exhibit A, prior to receipt of Notice to Proceed from City.

TERM OF AGREEMENT

The term of this Agreement shall be July 1, 2005 through and including December 31, 2007, subject to the provisions of Section 12.

SCHEDULE OF PERFORMANCE

Consultant's services must be completed according to the schedule set out in the attached Exhibit B, entitled "Schedule of Performance." Time is of the essence in this Agreement.

COMPENSATION

City shall pay Consultant according to the provisions of the attached Exhibit C, entitled "Compensation." Compensation for "Optional Services" shall be made only if City issues Notice of Exercise of Option (see Exhibit B-1).

TAXES AND CHARGES

Consultant shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of Consultant's business.

TERMINATION

A. Termination for Convenience

City shall have the right to terminate this Agreement, without cause, by giving not less than thirty (30) days' written notice of termination.

B. Termination for Default

If Consultant fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice.

C. Termination Authority

The Director of Environmental Services("Director") is empowered to terminate this Agreement on behalf of City.

D. Consequences of Termination

In the event of termination, Consultant shall deliver to City copies of all reports, documents, and other work performed by Consultant under this Agreement.

INDEMNIFICATION

Consultant shall defend, indemnify and hold harmless City, its officers, employees and agents against any claim, loss or liability arising out of or resulting in any way from work performed under this Agreement due to the willful or negligent acts (active or passive) or omissions by Consultant's officers, employees or agents. The acceptance of said services and duties by City should not operate as a waiver of such right of indemnification.

INSURANCE REQUIREMENTS

Consultant agrees to have and maintain the policies set forth in Exhibit D, entitled "Insurance Requirements," which is attached hereto and incorporated herein. All policies, endorsements, certificates and/or binders shall be subject to approval by the Director of Finance or the Director's authorized designee ("Risk Manager") as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager. Consultant agrees to provide City with a copy of said policies, certificates and/or endorsements before work commences under this Agreement.

WAIVER

Consultant agrees that City's waiver of any breach or violation of any provision of this Agreement shall not be deemed to be a waiver of any other provision or a waiver of any subsequent breach or violation of the same or any other provision. City's acceptance of the performance of any of Consultant's services will not be a waiver of any provision of this Agreement.

INDEPENDENT CONTRACTOR

Consultant, in the performance of this Agreement, is an independent contractor. Consultant shall maintain complete control over all of Consultant's employees, any subcontracting subcontractors, and Consultant's operations. Neither Consultant nor any person retained by Consultant may represent, act, or purport to act as the agent, representative or employee of City. Neither Consultant nor City is granted any right or authority to assume or create any obligation on behalf of the other.

COMPLIANCE WITH LAWS

Consultant shall comply with all applicable laws, ordinances, codes and regulations (collectively, "laws") of the federal, state and local governments, including without limitation, any and all laws specified elsewhere in this Agreement.

CONFLICT OF INTEREST

Consultant shall avoid all conflict of interest or the appearance of conflict of interest in performance of this Agreement.

NON-DISCRIMINATION

A. No Discrimination/Preferential Treatment

CONSULTANT shall not discriminate against or grant preferential treatment to any person on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity or national origin.

This provision is applicable to recruiting, hiring, demotion, layoff, termination, compensation, fringe benefits, advancement, training, apprenticeship and other terms, conditions, or privileges of employment, subcontracting and purchasing.

Nothing herein shall be interpreted as precluding any reasonable accommodation provided to any person with a disability.

B. Compliance Reports

If directed by the Compliance Officer of the CITY, CONSULTANT shall file, and cause any subcontractor to file, compliance reports with the Compliance Officer. Compliance reports shall be in the form and filed at such times as may be designated by the Compliance Officer. Compliance reports shall contain such information and be supported by such data or records as may be requested by the Compliance Officer to determine whether CONSULTANT or its subcontractor is complying with the nondiscrimination and nonpreference provisions of this AGREEMENT and Chapter 4.08 of the Municipal Code.

C. Failure to Comply With Nondiscrimination Provisions.

If the Compliance Officer determines that the CONSULTANT has not complied with the nondiscrimination or nonpreference provisions of this AGREEMENT, the CITY may terminate or suspend this AGREEMENT, in whole or in part. Failure to comply with these provisions may also subject CONSULTANT and/or subconsultant to debarment proceedings pursuant to provisions of the San Jose Municipal Code. Failure to comply with these provisions is a violation of Chapter 4.08 of the San Jose Municipal Code and is a misdemeanor.

D. Waiver of Nondiscrimination Provisions

The nondiscrimination provisions of this Agreement may be waived by the Compliance Officer, if the Compliance Officer determines that the Consultant has its own nondiscrimination requirements or is bound in the performance of this Agreement by the nondiscrimination requirements of another governmental agency, and the nondiscrimination provisions of the Consultant or other governmental agency are substantially the same as those imposed by the City.

ATTACHMENT F

INSURANCE

CONSULTANT, at CONSULTANT'S sole cost and expense, shall procure and maintain for the duration of this AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by CONSULTANT, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage described in Insurance Services Office Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001 including products and completed operations; and
2. The coverage described in Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 "any auto" or Code 2 "owned autos", and Endorsement CA 0025. Coverage shall also include Code 8 "hired autos", and Code 9 "nonowned autos"; and
3. Workers, Compensation insurance as required by the California Labor Code and Employers Liability insurance; and
4. Errors and Omissions Liability Insurance appropriate for the CONSULTANT'S profession; and
5. Owned aircraft liability.

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit; and
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of \$100,000 per accident; and
4. Professional Liability Errors and Omissions \$1,000,000 General Aggregate Limit; and
5. Owned Aircraft Liability: \$1,000,000 combines single limit per accident for bodily injury and property damage for aircraft services provided by CONSULTANT'S own aircraft.

C. Deductibles and Self-Insured Retention's

Any deductibles or self-insured retentions must be declared to, and approved by CITY'S Risk Manager. At the option of CITY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, employees, agents and contractors, or CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the City.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages

- a. Insured. The City of San Jose, its officers, employees, agents and contractors are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of, CONSULTANT; products and completed operations of CONSULTANT; premises owned, leased or used by CONSULTANT; and automobiles owned, leased, hired or borrowed by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents and contractors.
- b. Contribution Not Required. CONSULTANT'S insurance coverage shall be primary insurance as respects CITY, its officers, employees, agents and contractors. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or contractors shall be excess of CONSULTANT'S insurance and shall not contribute with it.
- c. Provisions Regarding the Insured's Duties After Accident or Loss. Any failure to comply with reporting provisions of the policies by CONSULTANT shall not affect coverage provided CITY, its officers, employees, agents, or contractors.
- d. Coverage. Coverage shall state that CONSULTANT'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverage's

Each insurance policy required by this AGREEMENT shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in limits except after thirty (30) days, prior written notice has been given to CITY.

E. Acceptability of Insurers

Insurance is to be placed with insurers acceptable to CITY'S Risk Manager.

F. Verification of Coverage

CONSULTANT shall furnish CITY with certificates of insurance and with original endorsements affecting coverage required by this AGREEMENT. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be mailed to the following address or any subsequent address as may be directed in writing by the Risk Manager:

CITY OF SAN JOSE
Risk Management
801 N. First Street, Room 110
San Jose, California 95110-1716

G. Subcontractors

Consultant shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor.